

GOSILVER TERMS OF USE AND RENTAL AGREEMENT

Welcome to GoSilver, a premium rental company owned by GoSilver LLC (“GoSilver,” “Company,” “We,” “Owner”).

This Rental Agreement comprises the Terms and Conditions for the use of <https://www.letsgosilver.com> (the “Website”), and the Reservation of rental vehicles (the “Reservation”). The Rental Agreement is made between GoSilver and the person and/or company designated on the Reservation (the “Renter”) whose information is recorded on the Reservation. This Agreement goes into effect upon making the first payment to GoSilver. It is hereby agreed as follows:

1. VEHICLE DESCRIPTION AND TERM OF RENTAL

The Owner will let and the Renter will take the trailer and/or tow vehicle (the “Vehicle(s)”), details of which are described in the Reservation, for the term of rental as described in the Reservation.

2. PERSONS WHO MAY DRIVE THE RENTAL VEHICLE

The Vehicle(s) may be driven during the term of rental only by the verified driver(s) listed on the Reservation, and only if they hold a current valid driver’s license appropriate for the Vehicle(s). No driver under the age of 25 may tow the trailer or drive the tow vehicle, regardless of whether they are listed on the Reservation.

3. PAYMENTS BY RENTER

The Renter shall pay GoSilver for the rental of the vehicle the sums specified in the Reservation; and Renter expressly authorizes GoSilver to charge all amounts payable to the Renter’s account. The Renter’s account may be paid by a nominated debit card, credit card, pre-arranged charge account, cash, or check.

4. ADDITIONAL PAYMENTS BY RENTER

In addition to the payment specified in clause 3 above, Renter acknowledges that he/she shall be liable at the end of the rental term to pay GoSilver any applicable additional charges payable at the end of the term. These charges include, but are not limited to:

a) charges for excessive miles driven (as specified in the Reservation for mileage incurred beyond the allotted mileage included for rental of Vehicle(s));

- b) charges for fuel when Renter returns the vehicle(s) with less fuel than at the start of the rental;
- c) charges for bridge tolls incurred when using the FasTrak beacon included with the tow vehicle;
- d) charges for late return of the Vehicle(s);
- e) administration fees as specified in this Rental Agreement;
- f) traffic and/or parking offence infringement fees;
- g) charges for damage to or repair of the Vehicle(s) (subject to the other terms of this Rental Agreement) and any enforcement charges relating to such damage or repairs, including legal costs;
- h) charges for third-party towing service when a Vehicle has become inoperable;
- i) charges for the insurance deductible based on the coverage level chosen by the renter during the reservation process;
- j) charges for cleaning the Vehicle(s) interior if a Vehicle is returned in an excessively dirty condition that requires extra cleaning or deodorizing. This includes, but is not limited to, excessive garbage, pet hair or feces, spillage of fluids, food, vomit, other stains, and unpleasant odors including cigarette smoke; and
- k) charges for taking the Vehicle(s) to the Burning Man event, Black Rock City, or any other harsh environment without approval by the Owner. Owner approval is indicated through acknowledgement on the Reservation.

5. COLLECTION OF PAYMENT

The Owner will charge the amounts set out in clauses 3 and 4 above to the Renter's account before, during or after the term of rental is completed, or the Renter may pay such charges as agreed with the Owner, such choice to be at the Owner's sole discretion.

If the Renter fails to pay any money due under or in connection with this Rental Agreement after 7 days of the date by which the Renter was required to pay the money, the Owner may, without prejudice to any other rights or remedies the Owner may have or be entitled to, charge the Renter and the Renter must pay all additional costs as outlined below:

- a) interest at 10% (compounded daily) on the total amount owing from the expiry of 7 days from the date on which the Renter was required to pay the money to the date of payment;
- b) all costs incurred by the Owner for the collection of the unpaid money by a debt collection agency or other external or legal agency; and
- c) an administration fee of \$50.

6. USE OF THE TRAILER AND TOW VEHICLE

The Renter shall not:

- a) use or allow the Vehicle(s) to be used for the transport of passengers for rental or reward unless the Vehicle is rented with the Owner's knowledge for use in a passenger service licensed under Part 4A of the Land Transport Act 1998 ("the Act");
- b) sublet or rent the Vehicle(s) to any other person;
- c) allow the Vehicle(s) to be used outside his/her authority;
- d) operate the Vehicle(s) or allow either to be operated in circumstances that constitute an offense against any of Sections 56, 57 or 58 of the Act (which relates to driving under the influence of alcohol or drugs);
- e) operate Vehicle(s) or allow either to be operated in any race, speed test, reliability trial, rally or contest, or operated on any race or rally circuit or in any event as a pace-maker or testing in preparation for any of them;
- f) operate the Vehicle(s), or allow either to be operated, in breach of the Act or any other act, regulations, rules or bylaws relating to road traffic;
- g) operate the Vehicle(s) such that it is occupied by more people than the maximum specified in the trailer's manufacturer rating or specified by the Owner, whichever is the lesser;
- h) tow the trailer, drive the tow vehicle, or allow either to be towed or driven by any person if at the time of driving the driver does not hold a current valid driver's license appropriate for the vehicle;

- i) tow the trailer, drive the tow vehicle, or allow either to be towed or driven on any roads excluded in clause 13(q) of these terms and conditions, or on any beach, unpaved road, or surface likely to damage the vehicle;
- j) allow the trailer to be towed or the tow vehicle to be driven by any person who is not named or described in the Reservation as a verified driver;
- k) operate the tow vehicle to propel or tow any vehicle other than the trailer specified in the Reservation.
- l) transport any persons or animals in the trailer when the trailer is being towed.
- m) operate or allow the Vehicle(s) to be used in involvement with any illegal activity; or
- n) allow any person to smoke, vape or burn any substances in the Vehicle(s).
- o) transport pets without a proper crate that is reasonable size for the pet(s)

7. RENTER'S OBLIGATIONS

The Renter shall ensure that:

- a) all reasonable care is taken when driving, reversing and parking the trailer and the tow vehicle to avoid tight turns, "jack knifing" or coming in contact with the tow vehicle when turning or reversing, following to close, coming in contact with objects when towing, turning or reversing including but not limited to the front, rear, both sides, all four corners, top and bottom of the trailer;
- b) the steps, stabilizer jacks (4) and electric hitch jack are fully retracted before moving the trailer;
- c) the water in the tow vehicle's radiator and battery is maintained at the proper level;
- d) the oil in the tow vehicle is maintained at the proper level;
- e) premium gas is used as fuel for a gasoline-powered tow vehicle unless otherwise stated by the Owner;
- f) for instances in which the Renter is driving a diesel tow vehicle, the Renter must only use diesel for refueling;
- g) the tires are maintained at their proper pressure;

- h) pets are transported in a reasonable sized crate and all pet hair is removed/cleaned before return of the vehicle(s);
- i) the Vehicle(s) are locked and secured at all times when it is not in use and the keys kept under the Renter's personal control at all times;
- j) the tow vehicle's odometer nor speedometer are not interfered with;
- k) no part of the engine, transmission, braking or suspension systems are interfered with;
- l) should a warning light be illuminated or the Renter believes the vehicle requires mechanical attention, the Renter will stop driving and advise the Owner immediately;
- m) all drivers authorized to use the Vehicle(s) during the term of rental are aware of and will comply with the terms outlined in this Rental Agreement; and
- n) any authorized driver carries his/her driver's license with them in the tow vehicle at all times and will produce it on demand to any enforcement officer.
- o) all hoses (water and sewer hoses), electric cord and coax cable are completely disconnected before moving the trailer.
- p) all awnings are completely retracted and secured/locked in place before moving the trailer or during wind, rain, snow and other weather events.
- q) will hold GoSilver harmless, due to any injury sustained by the renter during the rental period.

8. OWNER'S OBLIGATIONS

The Owner shall ensure that:

- a) The Vehicle(s) are in a safe and roadworthy condition at the beginning of the rental;
- b) The trailer and the tow vehicle's tire pressure is inflated to a safe and adequate level;
- c) The lug nuts on the trailer's and the tow vehicle's wheels are torqued to a safe and adequate level;
- d) The tow vehicle's oil is maintained at the proper level for the expected duration of the rental;

e) The Owner or the Owner's designated representative provides a walkthrough on the proper usage of the trailer and the tow vehicle;

9. MECHANICAL REPAIRS AND ACCIDENTS

a) If the vehicle is involved in an accident, is damaged, breaks down or requires repair or salvage, regardless of cause, the Renter shall notify the Owner of the full circumstances by telephone immediately.

b) The Renter shall not arrange or undertake any repairs or salvage without the Owner's authority (this includes, but is not limited to, purchasing a replacement tire) except to the extent that repairs or salvage are necessary to prevent further damage to the vehicle or to other property.

c) 24 Hour Roadside Assistance is offered for the Renter to purchase prior to the rental for all inherent mechanical faults (as determined by the Owner or its authorized repairer) related to the vehicle specified in the Reservation. For all other roadside assistance call outs including refueling, jump start, tire related incidents, lost keys and keys locked in the vehicle, a service fee will be charged.

d) If the vehicle requires repair or replacement, the decision to supply another vehicle to the Renter is at the Owner's sole discretion.

10. RETURN OF VEHICLE

The Renter shall, at or before the expiry of the term of rental, deliver the vehicle to the agreed rental location described in the Reservation or obtain the Owner's consent to the continuation of the rental (in which case the Renter shall pay additional rental charges for the extended term of rental). If the Renter does not comply with this clause, and does not immediately return the vehicle, the Owner may report the vehicle as stolen to the Police and the Renter must compensate the Owner for either the full cost of the vehicle, or all additional costs and losses incurred up to the time that the vehicle is recovered by the Owner.

11. LIABILITY

The Renter is liable for:

a) any loss of, or damage to, the trailer, the tow vehicle, and its accessories;

b) any loss of, or damage to, vehicles and property of third parties, arising during the term of rental; and

c) any consequential damage, loss or costs incurred by the Owner, including salvage costs, loss of ability to re-rental and loss of revenue;

d) any deductible that is payable to the insurance company based on the level of insurance coverage the renter chooses;

12. **INSURANCE**

a) The Renter is advised that rental insurance must be offered by the Owner, but the Renter can make his/her own insurance arrangements, provided these are approved by the Owner. If the Owner is not satisfied that the Renter's insurance is comparable to the Owner's, the Owner may decline to rent the trailer.

b) When renting both the trailer and tow vehicle, the Renter must purchase the rental insurance offered by the Owner for coverage of both the tow vehicle and the trailer.

c) If the Renter elects to use the Owner's insurance, any driver named in the Reservation as a person permitted to drive the vehicle is subject to the Damage Administration fee in clause 12(g), the excess payable by the Renter as noted in clause 12(f) and the insurance exclusions set out in clause 13(a), covered against the losses set out in clause 11.

d) If the Renter elects to use the Owner's insurance, the Renter's liability is covered by the Owner's insurance as set out in clause 11(a) and 11(b), up to the value of \$1,000,000 for liability coverage in respect of sub-clause 11(a), and \$250,000 for comprehensive and collision coverage in respect of sub-clause 11(b). The Renter's liability is not covered by the Owner's insurance for all costs set out in clause 11(c). This clause 12(d) does not apply if the Renter rejects the Owner's insurance.

e) If the Renter elects to use the Owner's insurance, the insurance premium is included in the rental charge, and indicated on the Reservation as "Insurance Fee".

f) If the Renter elects to use the Owner's insurance, the excess payable by the Renter is the Security Deposit specified in the Reservation and is payable for each and every incident involving the trailer or the tow vehicle. If the damage is excluded under the Owner's

insurance, the excess will be considered part payment toward the total damage cost and any additional cost will be charged to the Renter in accord with clause 4.

g) An additional Damage Administration fee of \$100 will be applied for processing damage claims. This fee applies to all damage claims regardless of whether the Renter elects to use the Owner's insurance or has their own insurance arrangements. This fee may be refunded if it is proven that the damage was not due to the Renter's fault.

13. **INSURANCE EXCLUSIONS**

The Renter acknowledges that the coverage referred to in clause 12(d) will not apply:

a) at any time when the driver of the trailer or tow vehicle is under the influence of alcohol or any drug;

b) at any time when the Vehicle(s) is in an unsafe or unroadworthy condition, such condition arising during the course of the rental, that caused or contributed to the damage or loss, and the Renter or driver was aware or should have been aware of the unsafe or unroadworthy condition of the vehicle;

c) at any time when a mechanical failure breakdown or breakage occurs and/or an electrical or electronic failure or breakdown occurs that is the result of improper use of the trailer or the tow vehicle. This exclusion also applies to damage to the engine or transmission system directly resulting from any mechanical failure breakdown or breakage, but does not otherwise apply to resulting damage to other parts of the tow vehicle;

d) at any time when the Vehicle(s) is driven in any race, speed test, reliability trial, rally or contest, or operated on any race or rally circuit or in any event as a pace-maker, or testing in preparation for any of them;

e) at any time when the Vehicle(s) is driven by anyone not named or described in the Reservation as a person permitted to drive the vehicle;

f) at any time when the Vehicle(s) is driven by an unlicensed person;

g) at any time when the trailer or the tow vehicle is willfully or recklessly damaged or lost by the Renter, a nominated driver, or a person under the Renter's authority or control;

h) at any time when the driver commits a traffic offence while driving the vehicle;

- i) at any time when the Vehicle(s) is loaded or is being loaded in excess of the manufacturer's specifications;
- j) at any time when the Vehicle(s) is being loaded or unloaded beyond the limits of a thoroughfare and such loading or unloading is not performed by the driver or attendant of the vehicle;
- k) at any time when the driver fails to stop or remain at the scene following the occurrence of an accident where required to do so by law;
- l) to any fine or penalty imposed as a result of prosecution for breach of any law;
- m) to any puncture, cut or bursting of any tire, or damage to any tire or wheel during the term of the rental.
- n) to any wear and tear to the Vehicle(s);
- o) to any liability for damage caused by vibration or the weight of the Vehicle(s) or its load to any: bridge or viaduct; any road or anything beneath a road; any underground pipeline or cable; or any other underground installation;
- p) to any overhead damage to the Vehicle(s) or to the property of any third party resulting from such overhead damage;
- q) at any time when the Vehicle(s) was being driven on any unformed roads and/or roads other than asphalt or metal; including but not limited to beaches, deserts, driveways, or any surface likely to damage the vehicle; or
- r) at any time when the Vehicle(s) was operated beyond the term of the Reservation or any agreed extension of the term, or at any other time or in any other circumstances notified by the Owner to the Renter.

14. RENTER USES THEIR OWN INSURANCE

If the Renter elects to use his/her own insurance, then the Renter accepts all liability for all losses, costs and damages set out in clause 11(a), 11(b), and 11(c).

15. TRAFFIC OFFENCES

All penalties related to traffic and/or parking offences are the responsibility of the Renter and the Owner may charge the Renter's credit card for any traffic and/or parking offense

infringement fees incurred by the Renter. The Owner undertakes, in the event that the Owner receives notice of any traffic or parking offenses incurred by the Renter, to send a copy of any such notice to the Renter as soon as possible and to provide the necessary information to the relevant issuing authority for such notices to be directed to the Renter. The Renter has the right to challenge, complain about, query or object to the alleged offence to the issuing enforcement authority and has a right to seek a court hearing within 14 days from the date of issue of the infringement notice.

The Owner may also charge an administration fee of \$50 to cover the cost of processing and sending to the Renter notices related to traffic and/or parking infringements.

16. CANCELLATION OF RENTAL AGREEMENT BY OWNER

The Owner has the right to terminate the rental and take immediate possession of the vehicle if the Renter fails to comply with any of the terms of the Rental Agreement, or if the Vehicle(s) is damaged. The termination of a rental under the authority of this clause shall be without prejudice to the other rights of the Owner and the rights of the Renter under this Rental Agreement or otherwise.

17. CANCELLATION OF RENTAL AGREEMENT BY RENTER

When the Renter cancels the Reservation more than 30 days prior to the rental start date designated in the Reservation, the Renter has the option receive a refund of their initial deposit payment less a \$50 processing fee. When the Renter cancels less than 30 days prior to the rental start date designated in the Reservation, the Renter's initial deposit is non-refundable and the Owner may offer a pre-arranged charge account to the Renter for value of the initial deposit for up to 1 year beyond the rental start date designated in the Reservation. Refunds are paid within 30 days from cancellation. For rentals at special events, such as Burning Man and other occasions determined by the Owner, the Renter's initial deposit is non-refundable.

18. EQUIPMENT

The rental of the trailer will be stocked with but not limited to the following: bedding, towels, cookware, dishes, cups, utensils, coffee maker, cleaning supplies, camping chairs, outside table, outside mat, portable BBQ grill, and equipment for proper hitching, towing, and parking of the trailer. The equipment may only be used and operated in a careful and proper manner. The Renter shall inspect each item of equipment. The Renter

shall immediately notify the Owner if the equipment presents any damages. The Renter assumes all risks of loss or damage or the equipment from any cause, and agrees to return it to the Owner in the condition received. In the case of a loss or damage, the Renter shall immediately replace or repair the item to the Owner's acceptance or pay the sum of money equal to the item's replacement value.

19. **OPTIONAL COVERAGES**

In addition to purchasing the insurance coverage offered by the Owner, the Renter may also purchase Coach-Net Roadside Assistance which provides towing, flat tire assistance, emergency fluids delivery, battery boost, and mobile mechanic. Roadside Assistance and the Owner will not cover the cost of a replacement tire, replacement battery, nor additional fees incurred at the discretion of the mobile mechanic. Complete details of Coach-Net Roadside Assistance are shown at <http://welcome.coach-net.com/RVRental/partner>

20. **PRIVACY ACT**

The information requested from the Renter is to enable the Owner to assess the Renter's request to rent the trailer and tow vehicle. The collection and use of information is governed by GoSilver's Privacy Policy. The Renter does not have to supply this information, but if the Renter does not, then the Owner may be unable to offer the trailer and tow vehicle for rent. The Renter acknowledges that the Owner will collect, hold and use the Renter's personal information for purposes related to the rental of the vehicle and the provision of related customer services, including direct marketing and assessing customer satisfaction with products and services provided by the Owner. The Renter further acknowledges that such personal information may be disclosed to debt collection agencies in the event that the Renter defaults in the payment of any monies owing to the Owner, or other parties involved in an accident with the Vehicle(s) while on rental to the Renter; or any organizations responsible for the processing or handling of traffic related infringements; and the Renter hereby authorizes the disclosure of their personal information for such purposes.

21. **DOCUMENTS**

The Owner must provide the Renter with at least one copy of this Rental Agreement Terms and Conditions which must be kept in the trailer. The Owner must provide the Renter with a digital copy of the Reservation by email. A paper copy of the Reservation will only be

provided upon the Renter's request. The Renter agrees to produce the Rental Agreement and the Reservation on demand to an enforcement officer.

22. INDEMNITY

The Renter agrees to indemnify and hold the Owner harmless of, from, and against any and all loss, dissatisfaction, costs, damages, attorney fees and/or liability in connection with the Reservation, claims from third parties, and the enforcing of this Rental Agreement by the Owner including but not limited to expenses incurred in collecting or attempting to collect payment. In the event suit is instituted by the Owner to recover damages related to the vehicle and/or enforce the terms, conditions, and/or provisions hereof, the Renter agrees to pay all costs and fees, including but not limited to, reasonable attorney fees of the Owner incurred in connection therewith. The Renter agrees that the exclusive venue of any action hereunder shall be in the county of the Owner's location.

23. ARBITRATION

Any controversy or claim relating to this Rental Agreement, including the construction or application of this Rental agreement, will be settled by binding arbitration under the rules of the American Arbitration Association, and any judgment granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.

24. MODIFICATIONS

No term of this Rental Agreement can be waived or modified except by writing that has been signed by the Owner. If any provision of this Rental Agreement is deemed not to apply, is illegal, or is against public policy, the remainder of the Rental Agreement provisions shall retain their full force and effect. This Rental Agreement, in connection with the details of the Reservation, constitutes the entire agreement between the Renter and the Owner and contains all representations and agreements between the Renter and the Owner. The Renter agrees that nothing has been promised by the Owner that is not written on this Rental Agreement or clearly indicated in the Reservation.

25. ACKNOWLEDGEMENT

BY USING THE SERVICE OR ACCESSING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE AND AGREE TO BE BOUND BY THEM.

Last Updated: January 2022

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